

(A Government of India Enterprise)
27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001, WEST BENGAL.
PHONE NO. (033) 2248 5841-44; FAX: (033) 2210 3961
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e-Tender No.	eNIT/DGM (P-V)/H-BEAM SLEEPER/MANIPUR/78-2017	DATE	30.11.2017
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NOTICE INVITING e-TENDER

Tenders are invited online in CPP's portal from reputed Contractor/Supplier/Agencies for the following work:-

01.	NAME OF THE WORK	SUPPLYING, FABRICATING AND DELIVERY OF GALVANIZED H-BEAM SLEEPERS MADE AS PER RDSO'S DRAWING NO. B-1636 /4,5,6 & RH-1122 COMPLETE WITH ALL FITTINGS AND FIXTURES AND FASTENING ETC. BASED ON APPROVED DRAWING & TECHNICAL SPECIFICATIONS AS PER DELIVERY SCHEDULE
02.	QUANTITY	AS PER BOQ-I & BOQ-II
03.	COMPLETION PERIOD	04 (FOUR) MONTHS FOR TOTAL SUPPLY (BOQ-I + BOQ-II) FROM THE DATE OF ACCEPTANCE OF LETTER OF INTENT OR PURCHASE ORDER, WHICHEVER IS EARLIER.
04.	COST OF TENDER DOCUMENT (NON-REFUNDABLE)	Rs.2,500.00 (RUPEES TWO THOUSAND FIVE HUNDRED ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENT WITHOUT COST OF TENDER SHALL BE REJECTED. MSE UNIT WITH NSIC REGISTRATION (REGISTRATION SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM ARE EXEMPTED FROM PROVIDING COST OF TENDER. COPY OF NSIC CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED.
05.	EARNEST MONEY DEPOSIT	Rs.5,00,000.00 (RUPEES FIVE LAKHS ONLY) BY DEMAND DRAFT OR PAY ORDER IN FAVOUR OF "THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED" PAYABLE AT "KOLKATA". TENDER DOCUMENT WITHOUT EMD SHALL STRAIGHTWAY BE REJECTED. MSE UNITS WITH NSIC REGISTRATION (SHOULD BE VALID ATLEAST UPTO TENDER VALIDITY PERIOD) FOR THE BOQ ITEM ARE EXEMPTED FROM SUBMISSION OF EMD. COPY OF NSIC CERTIFICATE NEED TO SUBMIT. APPLICATION OF NEW REGISTRATION NO. WITH NSIC WILL NOT BE ENTERTAINED. EXISTING VENDORS MAY ADJUST EMD FROM THEIR PASSED BILL LAYING WITH BBJ PROVIDED THEY MUST MENTION THE PARTICULAR BILL REFERENCE FOR EMD ADJUSTMENT. EMD AMOUNT OF SUCCESSFUL BIDDER WILL BE CONVERTED INTO INITIAL SECURITY DEPOSIT.
06.	SECURITY DEPOSIT	5% (FIVE) OF CONTRACT VALUE. SECURITY DEPOSIT WILL BE DEDUCTED FROM EACH CERTIFIED R/A BILL VALUE, AFTER ADJUSTING EMD AMOUNT AS INITIAL SECURITY DEPOSIT. SECURITY DEPOSIT WILL BE RETAINED UPTO COMPLETION OF MAINTENANCE/DEFECT LIABILITY PERIOD.
07.	PERFORMANCE BANK GUARANTEE (PBG)	SUCCESSFUL BIDDER SHALL HAVE TO SUBMIT A IRREVOCABLE PERFORMANCE BANK GUARANTEE (FORMAT WILL BE PROVIDED LATER) AMOUNTING TO 5% (FIVE PERCENT) OF THE TOTAL CONTRACT VALUE , ISSUED BY ANY NATIONALISED BANK OR SCHEDULED BANK OF INDIA WITHIN 15 (FIFTEEN) DAYS OF RECEIPT OF LETTER OF INTENT (LOI). THE PERFORMANCE BANK GUARANTEE SHALL REMAIN VALID UP TO THE END OF MAINTENANCE/DEFECT LIABILITY PERIOD OF 12 (TWELVE) MONTHS PLUS 30 (THIRTY) DAYS OF CLAIM PERIOD.

08.	MODE OF SUBMISSION	ONLINE THROUGH E-PROCUREMENT SYSTEM IN CPPP (CENTRAL PUBLIC PROCUREMENT PORTAL) AT https://eprocure.gov.in/eprocure/app . ONLY EMD AMOUNT & COST OF TENDER FEES , AS PHYSICAL INSTRUMENT, ARE TO BE SUBMITTED AT BBJ'S HEAD OFFICE AT 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700001, WEST BENGAL, BEFORE OPENING DATE OF TECHNICAL e-BID. CORRIGENDUM, IF ANY, WILL BE PUBLISHED IN CPP'S WEBSITE AND BBJ'S WEBSITE, NOT TO BE PUBLISHED IN ANY NEWSPAPER.	
09.	DATE & TIME SCHEDULE	Date of Publishing e-NIT	01.12.2017
		Document download Start Date	01.12.2017 - 10:00 HRS
		Start Date of uploading of bid document	25.12.2017 - 10:00 HRS
		End Date for uploading of bid document	30.12.2017 - 18:00 HRS
		Date of opening of Technical Bid	01.01.2018 - 15:00 HRS
		Date of opening of Financial Bid	To be notified later

(A. NEOGI)
DGM(P-V)

INSTRUCTION TO BIDDERS

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01.	<p><u>Registration of Contractor:</u> Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to https://eprocure.gov.in/eprocure/app</p>
02.	<p><u>Digital Signature certificate (DSC)</u> Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at website (https://eprocure.gov.in/eprocure/app) in Clause 2 of Guideline to bidder. DSC is given as a USB e-Token.</p>
03.	<p><u>ELIGIBILITY CRITERIA:</u> Experience of having successfully supplied "similar items" during last 7 (seven) years ending last day of month previous to the one in which this e-tender are invited; Job completion certificate received from clients are to be submitted. Note: "Similar item" means supplying, fabricating and delivery of galvanized <u>Channel sleepers</u> or <u>H-beam sleepers</u> as per RDSO drawing and/or any other drawing issued by the authority with all fittings and fixtures and fastening etc. suitable for Railway Steel Bridges and supplying to Railways / Government organisations.</p>
04.	<p><u>SUBMISSION OF e-BID:</u> Tenders to be submitted online in CPP's Portal in two parts:</p>
(A)	<p><u>TECHNO-COMMERCIAL e-BID:</u> THE Techno-commercial bid will consist of the following:</p>
i.	<p><u>Experience certificate pertaining to successful completion of supply of Similar Work, as stated in the eligibility criteria</u> above. Copy of relevant document/Purchase Order/Job completion certificate received from clients duly signed & stamped in each pages proving your past experience to be submitted online in CPPP.</p>
ii.	<p><u>Copy of the following documents duly signed & with official stamped:-</u></p> <ul style="list-style-type: none"> a) Copy of PAN along with Income Tax Return (ITR) for last three (03) years; b) Copy of Good & Service Tax (GST) registration certificate, c) Copy of Audited Annual Accounts (Profit & Loss account and Balance sheet) for the last three (3) years ending as on 31.03.2017; d) Copy of NSIC certificate for MSE units, if claim for exemption of EMD & Cost of tender. e) Pre-Contract Integrity Pact duly signed with official stamp; f) The eNIT document duly signed with official stamp in each pages. g) Copy of document in support of "Person Legally Authorized" to enter into commitment on behalf of the Tenderer.
iii.	<p><u>Earnest Money Deposit of Rs 5,00,000.00</u> (Rupees Five Lacs only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <u>EMD in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid.</u> For the successful bidder, this EMD will be converted into initial Security Deposit and will retain till completion of Maintenance / Defect Liability Period.</p>
iv.	<p><u>Cost of Tender Document (Non-Refundable) Rs.2,500.00</u> (Rupees Two Thousand Five Hundred only) in the form of Demand Draft or Pay order in favour of "The Braithwaite Burn & Jessop Construction Company Limited" payable at 'Kolkata'. <u>Cost of tender in physical instrument is to be submitted to BBJ's Head office before opening of Techno-Commercial e-bid.</u> This is not returnable to the bidders.</p>

INSTRUCTION TO BIDDERS

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v.	Scanned copy of the EMD, Cost of tender and other document, as stated above, are to be uploaded in CPPP portal (https://eprocure.gov.in/eprocure/app) within the end date of uploading online. Only EMD & Cost of tender, as physical instrument, are to be submitted in BBJ's office addressing to The DGM(P-V), The Braithwaite Burn & Jessop Construction Company Limited at 27, RAJENDRA NATH MUKHERJEE ROAD, KOLKATA - 700 001, before opening date of Techno-Commercial e-bid.
(B)	PRICE e-Bid: Properly filled up Schedule of Rate / Bill of Quantities (BOQ) is to be uploaded in CPPP website in Xls format. Price bid of only those bidders will be opened whose Techno-commercial offers are found to be qualified and acceptable to BBJ. HSN/SAC code must be provided against each BOQ items.
05.	Conditional tenders shall be straightway rejected and no additional clause will be entertained.
06.	BBJ administration reserves the right to accept/reject any or all of the tenders and split the scope of work into more than one agency in the ratio of 60%:40% between L1 & L2 bidders (provided L2 bidder accepts L1 rate) respectively without assigning any reason whatsoever. No claim will be entertained on account of this. In case, scope of work is divided between three parties, the ratio will be 50%:30%:20% between L1:L2:L3 bidders, if and only if L2 & L3 bidders match the rate of L1 bidder. However, any party will not have any claim towards reduction of such quantity from their scope of supply and such splitting of scope of work will be done at negotiated lowest accepted rate only.
07.	LANGUAGE: Bids and all accompanying document shall be in English. In case any accompanying documents are in other language, it shall be accompanied by an English translation. The English version shall prevail in matter of interpretation.
08.	EXEMPTION FOR MICRO & SMALL ENTERPRISES:- i) Micro & Small Enterprises (MSE) units registered with National Small Industries Corporation (NSIC) will be given following benefits:- a) Issue of Tender set free of cost i.e Cost of tender is NIL; b) Exemption from submission of Earnest Money Deposit (EMD); ii) Firms registered with NSIC under its "Single Point Registration Scheme". (Exemption will apply only to items/service indicated under description of work/supplies/services & value up to which the firms are registered with NSIC). To obtain above benefits, firms should necessarily submit valid (valid at least up to this tender validity period) copy of the Registration Certificate issued by NSIC. iii) Firms in the process of obtaining NSIC Registration or renewal of previous NSIC Registration will not be considered for above benefits.
09.	All costs and expenses incidental to preparation of the tender, discussion, conference, pre-award discussion with BBJ shall be to the account of the bidder and BBJ shall bear no liability whatsoever on such cost expenses.
10.	The award of the order or rejection of the Tenderer's offer and/or cancellation of the tender will be made at the absolute discretion of BBJ. BBJ reserves the right to cancel or accept or reject any or all tender(s), whether lowest or otherwise, without assigning any reason(s) whatsoever thereof. A bidder whom tender is not accepted shall not be entitled to claim any cost, charges or expenses incurred by him through or in connection with the preparation and submission of the Tender/Offer to BBJ.
11.	As the place of delivery is HPY/Kolkata for BOQ-I and in the state of Manipur for BOQ-II, the successful bidder must get themselves registered with all tax and statutory authorities as per applicable laws of the respective States immediately on award of order and prior to start of work. No way bill/road permit will be issued by us for bringing supplier's own materials/plants etc. to site or other place and return of the same.
12.	VALIDITY OF TENDER: 90 (Ninety) days from the date of opening of tender or for a further period if mutually accepted.
13.	If any conflict occur between various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently: 1 st : PURCHASE ORDER 2 nd : LETTER OF ACCEPTANCE 3 rd : NOTICE INVITING TENDER 4 th : INSTRUCTIONS TO BIDDERS 5 th : SCOPE OF WORK 6 th : SPECIAL CONDITIONS OF CONTRACT 7 th : TECHNICAL SPECIFICATIONS 8 th : DRAWINGS 9 th : BILL OF QUANTITIES

SCOPE OF WORK

(i)	Supplying, fabricating, delivery of galvanized H-Beam sleepers as per RDSO's Drawing No. B-1636/4, 5, 6 & RH-1122 at Heavy Plant Yard, BBJ Kolkata for BOQ-I and at Manipur bridge site (in between khongsang to Noney station, approx. distance 100km from Imphal) for BOQ-II with latest alteration or approved drawing supplied by Railway and specifications thereto complete with all fittings and fixtures and fastening including the cost of all steel sections, all fixtures and fastening, galvanized MS pad plates, galvanized bolts, nuts washer track circulating components, insulating components etc. labour, lead & lift & plants and equipments including galvanizing work of full steel components complete in all respects as per approved drawing and technical specifications & as per direction of Engineer.
(ii)	The rate is also inclusive of the cost of supply of approved quality of epoxy/adhesive for fixing of elastomeric pads with different components of steel sleepers in accordance with approved drawings.
(iii)	The structural steel to be supplied by the contractor for fabrication of steel H-beam sleepers shall conform to IS-2062-2006, Grade B only & from only approved RDSO steel manufacturers.
(iv)	The rate is also inclusive of inspection and testing charges of all components of H-Beam sleepers including all fixtures & fastening, galvanization etc. from the reputed laboratory / organization.
(v)	The rate should be inclusive of all taxes & duties (except GST) and delivery charges to the respective F.O.R. destination.
(vi)	Fittings items should be provided in waterproof and strong box packets to avoid damages during transportation and storing.

TECHNICAL SPECIFICATION

Technical specifications for manufacturing of H-Beam Sleepers and all fittings to be followed as per Northern Frontier Railway's (NFR) special conditions and specifications for H-Beam sleepers easily available in electronic media.
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SPECIAL CONDITIONS OF CONTRACT

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1.	<u>DELIVERY PERIOD:</u> Within 04 (four) months for total supply (BOQ-I + BOQ-II) from the date of letter of Intent (LoI) or Purchase Order, whichever is earlier.
2.	<u>DELIVERY PLACE:</u> For BOQ-I : At Heavy Plant Yard, BBJ, P-82, Taratala Road, Garden Reach, Kolkata-700024; For BOQ-II : At Manipur Bridge Site (in between Khongsang to Noney Station, approx distance 100km from Imphal, Manipur)
3.	<u>EARNEST MONEY DEPOSIT (EMD) / SECURITY DEPOSIT:</u> a) Earnest Money Deposit of Rs. 5,00,000.00 (Rupees Five Lac only) in the form of Demand Draft or Pay Order in favour of " The Braithwaite Burn & Jessop Construction Company Limited " Payable at "Kolkata". b) EMD amount of the successful bidder will be <u>converted into initial security deposit</u> and will be retained till completion of Maintenance / Defect Liability Period, without any interest. c) 5% (Five) of the certified bill value of the successful bidder, after adjusting EMD amount as initial Security Deposit, will be deducted and retained as <u>Security Deposit</u> which will be released after completion of Maintenance / Defect Liability period, without any interest. d) EMD of the unsuccessful bidder will be returned after finalization of the order, without any interest.
4.	<u>PAYMENT:</u>
a)	95% (Ninety Five) of the certified bill value will be released within 30 days, after delivery of H-Beam sleepers along with fittings & fixtures at respective delivery sites and submission of cleared bill/Invoice with relevant challans, duly certified by BBJ's representative, along with other necessary documentations.
b)	5% (Five) of the certified and cleared bill/Invoice value, after adjusting EMD amount as initial Security Deposit, will be deducted and retained as Security Deposit which will be released after completion of Maintenance/ Defect Liability period, without any interest.
5.	<u>PERFORMANCE BANK GUARANTEE (PBG):</u>
a)	As security for proper and faithful fulfillment of the obligation under the order, the successful bidder is required to submit Performance Bank Guarantee (PBG) within 15 days of acceptance of Letter of Intent (LoI) or Purchase Order, whichever is earlier, for an amount equivalent to 5% (Five percent) of the Total contract value in form of irrevocable Bank Guarantee issued by any Nationalised Bank or Scheduled Bank within India (Format will be provided later to the successful bidder). The Performance Bank Guarantee shall be valid up to the end of Maintenance/Defect Liability period of 12 months plus 30 days of claim period.
b)	Value of PBG to be submitted by the contractor will not change for variation upto 25% (either increase or decrease) of contract value. In case during the course of execution, value of the contract increases by more than 25% of the original contract value, an additional Performance Bank Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
c)	Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently with the risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a Joint Venture (JV) or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV /partnership firm.
d)	<u>BBJ will encash the Performance Bank Guarantee in the event of:</u> i) Failure by the contractor to extend the validity of the Performance Guarantee as per requirement of contract, in which event BBJ may claim the full amount of the Performance Guarantee. ii) Failure by the contractor to pay BBJ any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the contract, within 30 days of the service of notice to this effect by BBJ. iii) Being determined or rescinded under any provision of the contract, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of BBJ.

SPECIAL CONDITIONS OF CONTRACT

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6.	<u>MAINTENANCE / DEFECT LIABILITY PERIOD:</u>
a)	On completion of delivery of the H-Beam Sleepers along with all fittings & fixtures, the Manufacturer shall be responsible for repairing/replacement of spare parts/items covering the defects attributable to the H-Beam Sleeper Manufacturer for a further period of 12 months from the date of delivery.
b)	The Manufacturer shall make good and remedy at his own expenses within such period as stipulated by BBJ, any defect which may develop or may be noticed before the expiry of 12 months.
c)	In case the manufacturer fails to make adequate arrangements to rectify the defects within seven (7) days after receipt of Notice from BBJ, necessary arrangements will be made by BBJ to rectify the defects, without further Notice to the Manufacturer and cost of such rectification shall be recovered from the amount & other dues laying at BBJ.
7.	<u>TAXES & DUTIES:</u> The contractor shall be <u>exclusively</u> responsible for payment of all Taxes, Royalties etc. (except Goods and Service Tax) that may be levied from time to time according to the Laws & regulation now in force & also hereafter to be imposed, increased or modified from time to time. Nothing will be payable extra by BBJ for any duties/taxes to be imposed on procurement of materials for execution of contract. In case Government imposes any new levy/tax after award of the work during the tenure of the contract, BBJ shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BBJ that such new levy/tax is applicable to this contract.
8.	<u>Goods and Service Tax (GST)</u>
a)	The quoted price shall be <u>exclusive of Goods and Service Tax.</u> The GST as legally leviable & payable by the bidder under the provisions of applicable law / act shall be paid extra by BBJ as per bidder's bill. Bidder shall quote their rate after considering the input tax credit on their input materials and services. HSN/SAC code must be provided by the bidder in BOQ.
b)	In this job, as transfer of property of goods is involved in connection with immovable property, GST under supply of services is applicable. The bidder shall get registered with the GST authorities and the registration certificate shall be submitted along the bid documents (techno commercial). Bid without GST number shall be cancelled.
c)	At present no GST-TDS is applicable. If the same is applicable in future, deduction of GST-TDS at source would be enforced from the running bills at the rates prescribed. The GST (i.e. SGST, CGST or IGST) amount shall be shown separately in invoice and also submit proper Tax Invoice as per section 31 of CGST Act, and Rule 46 of CGST Rules, 2017 to get Input Tax Credit by BBJ.
d)	Bidder shall raise their tax invoice in regular interval as per contract condition and <u>uploaded their supply invoice in GSTN Portal through GSTR-1 return with 10th of next month.</u> Mismatch in return of BBJ due to any reason attributable to bidder, the same shall be recovered from Bidder's bill.
9.	<u>PRICE VARIATION:</u> No price-variation of any kind will be allowed in this contract under any circumstances. Price shall remain firm for entire scope of work during the original and/or extended delivery period.
10.	<u>TERMINATION OF CONTRACT:</u>
a)	BBJ shall be at liberty to terminate the contract in full or part as would be applicable by issuing first seven (7) days and then Forty-eight (48) hours notice and get the work done by deploying other agency/ies. Additional cost, if incurred, shall be recovered from the supplier bill.
b)	In case of failure to complete the work as per requirement and within the stipulated completion period, BBJ reserves the right to cancel the order, either in part or full as the situation demands by revoking of Performance Bank Guarantee & encashment of security deposit of defaulted supplier.
11.	<u>LIQUIDATED DAMAGE:</u>
a)	The time for the execution of the work shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract.
b)	If the contractor fails to complete the works within the time as specified in the contract <u>for the reasons not attributable to the sub-contractor</u> , BBJ may, if satisfied, consider further extension of time without imposing L.D. to complete the work.

SPECIAL CONDITIONS OF CONTRACT

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c)	<p>If the contractor fails to complete the works within the time as specified in the contract <u>for the reasons attributable to the contractor</u>, BBJ may, if satisfied that the works can be completed within reasonable short time thereafter, consider further extension of time with imposing L.D. On such extension, BBJ will recover from the bills of contractor, as agreed damages, a sum equivalent to 0.5% (zero decimal five percent) of the contract value per week of delay or part of the week of any supplied equipments/services not delivered within stipulated time period or total order value in case where part delivery is of no use to the purchaser, subject to maximum limit of 5% (Five percent) for contract value.</p>
d)	<p>For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order / contract agreement issued.</p>
e)	<p>Provided further, that if BBJ is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, BBJ shall be entitled to encash the contractor's Security Deposit and revoke Performance guarantee and also rescind the contract, whether or not actual damage is caused by such default.</p>
12.	<p><u>INSPECTION, TESTING CHARGE & TEST CERTIFICATES:-</u></p> <p>a) All materials for the work shall pass tests and/or analysis prescribed by the relevant IS specifications or such other equivalent specifications.</p> <p>b) All raw materials shall be obtained from recognized manufacturers or their authorized representatives and the contractor shall furnish copies of test certificates from that manufacturers including proof sheets, mill sheets etc. showing that the supplied materials have been tested in accordance with the requirements of various specifications and codal provisions and to the satisfaction of BBJ or N. F. Railway or their authorized representative.</p> <p>c) Any approval given by the BBJ or N. F. Railway or their authorized representative in consequence of such tests or analysis shall in no way limit or interfere with the absolute right of the BBJ to reject the whole or part of such materials supplied, which in the judgment of the inspecting authority/Engineer does not comply with the conditions of the contract. The decision of the Engineer in this regard shall be final, binding and conclusive for all purpose.</p> <p>d) All expenses involved for Inspection and/or Testing shall be borne by the H-Beam Sleeper manufacturer.</p> <p>e) The H-Beam Sleeper manufacturer has to provide assistance, instruments, machine, labour and any material which are required for examining, measuring and testing of any materials and workmanship as may be selected and required by BBJ and/or RITES and/or N. F. Railway and/or their Authorized Representative, without any extra cost to BBJ.</p> <p>f) All fittings and fixtures shall be procured from RDSO approved sources as circulated under RDSO's letter no. CF/EF/Policy dated 13/03/1996 and as amended up to date. All fittings and fixtures to be inspected by BBJ or N. F. Railway or their authorized representative.</p> <p>g) INSPECTION CALL LETTER along with related documents of raw steel materials etc. should be sent by the H-Beam Sleeper Manufacturer <u>minimum 7 (seven) days in advance</u> at BBJ's registered office at 27, R. N. Mukherjee Road, Kolkata - 700 001.</p> <p>h) All Test Certificates for raw materials (both physical and chemical) and finished materials are to be provided and submitted by the H-Beam Sleeper Manufacturer at the time of Inspection and along with supply, without any extra cost to BBJ.</p>
13.	<p><u>EXTENSION OF TIME OF DELIVERY:</u></p> <p>If there is delay for reasons not attributable to the manufacturer, BBJ upon receipt of written request justifying such delay from the manufacturer may extend the Delivery period as suitable and fit reasonable to BBJ. No extra claim of manufacturer will be entertained in such cases of time extension being granted.</p>
14.	<p><u>QUANTITY VARIATION:</u></p> <p>Quantity may vary \pm 25% for which no extra claim of the manufacturer will be entertained.</p>
15.	<p><u>ARBITRATION:</u></p> <p>a) In the case of dispute arising between the Employer and Contractor related to any matter arising out of or connected with this Contract, such dispute shall be referred to the Arbitral Tribunal consisting of 03 (three) arbitrators, one each to be appointed by the Employer and Contractor, the third arbitrator</p>

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	shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrators, upon the request of either or both parties, the presiding arbitrator shall be appointed by the President, Institution of Permanent Way Engineers (India), New Delhi. The Indian Arbitration and Conciliation Act, 1996 and amendment thereafter and the rules there under and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings;
b)	If one of the parties fails to appoint its arbitrators in pursuance of para (1) above, within 60 days after receipt of the notice of the appointment of its arbitrators by the other party, The President, Institution of Permanent Way Engineers, India, New Delhi shall appoint the Arbitrator. A certified copy of The President, Institution of Permanent Way Engineers, India, New Delhi order, as the case may be, making such an appointment shall be furnished to both the parties.
c)	Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
d)	The decision of the majority of arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
e)	All arbitration awards shall be in writing and shall state the reasons for the award.
16.	<u>CHANGE OF ORDERS:</u>
i)	BBJ may at any time by written order given to the contractor make changes within the scope of the contract in any one or more of the followings:-
a)	Designs or specifications where equipment to be furnished under the contract are to be specially manufactured.
b)	Method of transportation or packing.
c)	Place of delivery.
d)	Services to be provided by the supplier.
ii)	If any such change causes an increase or decrease in the cost or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.
17.	<u>SUB-LETTING:</u> The contractor shall not sub-let whole or any part of the job as detailed in the Scope of Work of this tender document. In case it is felt absolutely necessary, the same may be allowed subject to prior written approval from Engineer-in-Charge of BBJ.
18.	<u>JURISDICTION OF COURT:</u> The Courts at Kolkata shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
19.	<u>FORCE MAJEURE:</u> If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to as "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty) days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of BBJ shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 (Sixty) days, either party may at its options, terminate the contract. Provided that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable equipments, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as BBJ may deem fit except such equipment, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20....., between on one hand, THE BRAITHWAITE BURN & JESSOP CONSTRUCTION COMPANY LIMITED, 27, Rajendra Nath Mukherjee Road, Kolkata – 700 001 (hereinafter called the "BUYER", which expression shall mean and include, unless the contest otherwise requires, its successors in office and assigns) of the First Part and M/s _____ represented by Sri _____ (Designation) (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure/contract for NIT/DGM(P-V)/H-BEAM SLEEPER/MANIPUR and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU performing its function on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment/contract at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows :

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government Office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government/the Company for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government/the Company.
 - 3.3* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The BIDDER commits to refrain from giving any complaint directly or thorough any other manner without supporting it with full and verifiable facts.
 - 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.12 If the BIDDER or any employee of the BIDDER or any persons acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The terms 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) (to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments :
- (i) Bank Draft or a Pay Order in favour of "The Braithwaite Burn and Jessop Construction Co. Ltd." payable at Kolkata.
 - (ii) A confirmed Performance guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER including warranty period, whichever is earlier.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions of Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank Of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processed of the Government of India/the Company for a minimum period of five years which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Account of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this integrity Pact at _____ on _____

BUYER

Name of the Officer: _____

Designation: _____

BIDDER

Name of the Officer: _____

Designation: _____

Witness

1. _____

2. _____

Witness

1. _____

2. _____

* Provisions of these clauses would need to be amended and/or deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.